

## Notice of Contract Purchase Agreement

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	30363 NCO FINANCIAL SYSTEMS INC 507 PRUDENTIAL RD HORSHAM, PA 19044	<b>DEBT COLLECTION SERVICES (MPA #238)</b>	
		<b>Award Number</b> 3031422	<b>Effective Period:</b> 01-JUL-07 - 30-JUN-12

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>Date:</b> 21-MAY-07 <b>Buyer:</b> J Moynihan <b>Shipping:</b> Paid <b>Terms:</b> NET 30	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS: 7/1/07 - 6/30/12

STATE RESERVES THE RIGHT TO CANCEL THE AWARD FOR ANY REASON ON THE JULY 1ST ANNIVERSARY DATE, WITH 30 DAYS ADVANCED WRITTEN NOTICE.

MASTER PRICE AGREEMENT #238

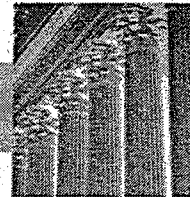
DEBT COLLECTION SERVICES PER ATTACHED CONTRACT PRICE AGREEMENT.

CONTACT PERSON:  
LARRY FRANKLIN, STATE CONTROLLER  
TEL #401-222-6731  
FAX: 401-222-6437

VENDOR TELEPHONE: 800-883-1220  
VENDOR FAX: 508-883-1220

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

# Rhode Island Department of Administration



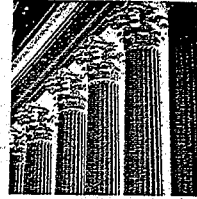
## FOR HIGHER EDUCATION

	Collection (No Legal)		Debt Collections (Legal)	
	<u>Bad Checks</u>	<u>Debt</u>	<u>In-State</u>	<u>Out-of-State</u>
Level I: (First Placement—date submitted to agency for collection (receivable will usually be 2 to 3 years old))	20 percent	20 percent	30 percent	30 percent
Level II: (Second Placement—1 to 2 years after date submitted to agency for collection (receivable will usually be 4 to 5 years old))	25 percent	25 percent	30 percent	30 percent
Level III: (Third Placement—over 2 years after date submitted to agency for collection (receivable will usually be over 6 years))	25 percent	25 percent	30 percent	30 percent

The debtor shall be assessed any and all banking fees associated with issuing a subsequent dishonored check to the collection firm selected.

The debtor shall be assessed any and all filing fees and court costs incurred by the collection firm associated with civil litigation to collect the debt.

## Rhode Island Department of Administration



### Cost Proposal

2.3.3.5 This section must contain all information relative to costs. The fees stated on the cost proposal must be wholly contingent upon collection. Cost proposals must be bid in the form of percentage rates (percent of collections).

The rates offered in the proposal must be the total charge for all services required by the RFP, including any litigation or attorney fees. Any charges, billed separately or required up front by the vendor, for litigation or attorney fees must be clearly defined and/or specified in the RFP. Otherwise, the state will not pay separately for any collection agency litigation expenses, including sheriff's fees, court filing fees, and attorney's fees. Prices and terms of the proposal must be valid for the length of any resulting contract.

The proposal shall quote the following three percentage rates separately for accounts collected with litigation (in-state and out-of-state) and for accounts collected without litigation (based upon the age of the account at the date of referral):

**FOR ALL STATE AGENCIES OTHER THAN HIGHER EDUCATION:**

	Collection (No Legal)		Debt Collections (Legal)	
	<u>Bad Checks</u>	<u>Debt</u>	<u>In-State</u>	<u>Out-of-State</u>
Level I: (current to 12 months old)	11 percent	11 percent	19 percent	24 percent
Level II: (over 1 year to 3 years)	14 percent	14 percent	19 percent	24 percent
Level III: (over 3 years)	18 percent	18 percent	19 percent	24 percent

**Contract Terms and Conditions**

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**Terms and Conditions**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

**BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**CAMPAIGN FINANCE COMPLIANCE**

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.